

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Fior Alberto, Monica Magana Baltazar, Alfonso Baltazar, Nolberto Gomez, Lazaro Armas, Latecia Pachecho, Mamerto Rosales, and Martin Lopez

Individually, and on behalf of all others similarly situated as Class Representatives,

Plaintiffs,

v.

Plaza Sweets, Inc., Plaza Sweets Holdings, Inc., Zephyr Management LLC, and Rodney Holder,

Defendants.

Case No.: 17 cv 10048 (NSR)

CLASS AND REPRESENTATIVE ACTION

JURY TRIAL REQUESTED

MUTUAL RELEASE AND SETTLEMENT AGREEMENT AND ORDER

1. This Mutual Release and Settlement Agreement (the "Agreement") is made between plaintiffs Martha Adames, Fior Alberto, Lazaro Armas, Alfonso Baltazar, Monica Magana Baltazar, Nolberto Gomez, Leticia Hernandez, Jose Luis Lopez, Martin Lopez, Leticia Pacheco, and Mamerto Rosales ("Plaintiffs") and defendants Plaza Sweets, Inc., Plaza Sweets Holdings, Inc., Zephyr Management LLC, and Rodney Holder ("Defendants"), for the purpose of settling the various claims, controversies, and disputes among these parties arising out of the facts and circumstances relating to the above-styled action (the "Action").

2. Plaintiffs, in consideration of and upon receipt of the total sum of \$59,100 (the "Settlement Amount") to be paid to them by wire transfer, certified checks, and the release of funds previously

deposited with the Clerk of Court, as more fully explained herein, and other good and valuable

USDC SDNY

DOCUMENT

ELECTRONICALLY FILED

DOC #:

DATE FILED: 3/26/2018

consideration, do hereby release and discharge Defendants, and all of their respective present and former principals, officers, indemnities, directors, members, trustees, shareholders, affiliates, agents, insurers, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, bonds, specialties, contracts, covenants, controversies, agreements, promises, variances, trespasses, judgments, damages, executions, claims and demands related to the payment of compensation, wages and wage and notice related recordkeeping, under common, equitable, federal, state or local law, whether asserted or which may have been asserted, related to or arising from their work performed for Defendants or the facts which gave rise to the Action, from the date they commenced work with Defendants until the date of this release. Nothing contained in this release shall operate to prevent Plaintiffs from providing truthful information to a governmental agency. However, Plaintiffs shall not be entitled to recovery of any additional damages, monetary or otherwise, as a result of any charges or proceedings that may be brought against any defendant in the Action. Plaintiffs acknowledge that this Agreement will bar recovery in any forum for any claims that are the subject matters of the waivers and releases set forth herein, and that they will neither seek nor accept any moneys for any claim or cause of action that is the subject matter of those waivers and releases. Further, this Agreement shall be deemed a full accord, satisfaction and settlement of the claims settled, released, and waived herein, and shall constitute a sufficient basis for immediate dismissal of such claims.

3. Defendants, in consideration of other good and valuable consideration, release and discharge Plaintiffs from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, bonds, specialties, contracts, covenants, controversies, agreements, promises, variances, trespasses, judgments, damages, executions, claims and demands under common, equitable, federal, state or local law, and whether known or unknown, or whether asserted or which may have been asserted,

related to or arising from the work of Plaintiffs, or the facts which gave rise to the Action, from the date they commenced work with Defendants until the date of this release.

4. Defendants agree to pay Plaintiffs \$39,027 of the Settlement Amount by March 15, 2018, or within 5 business days of the Court's approval of this Agreement, whichever is later. Of this amount, \$4,312 represents costs and attorney's fees, and \$34,715 represents Plaintiffs' damages, from which no payroll deductions should be made. Payment should be made by releasing the funds previously deposited with the Clerk of Court to Plaintiffs' attorneys, and delivering the balance by wire transfer to Plaintiffs' attorneys. Plaintiffs' attorneys will disburse the funds to Plaintiffs in the following amounts:

PLAINTIFF	DAMAGES (PAYMENT #1)
Martha Adames	\$2,060.00
Fior Alberto	\$8,644.00
Lazaro Armas	\$2,251.40
Alfonso Baltazar	\$1,742.00
Monica Magana Baltazar	\$2,846.00
Nolberto Gomez	\$1,867.40
Leticia Hernandez	\$2,176.40
Jose Luis Lopez	\$4,936.00
Martin Lopez	\$2,598.40
Leticia Pacheco	\$2,476.00
Mamerto Rosales	\$3,117.40
	\$34,715.00
Hudson Valley Justice Center	\$4,312.00

<b>TOTAL</b>	<b>\$39,027.00</b>
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5. Defendants shall make the remaining payment of \$20,073 to Plaintiffs by April 16, 2018, or within 35 business days of the Court's approval of this Agreement, whichever is later. This amount represents Plaintiffs' gross wages, from which payroll deductions should be made and for which Defendants should issue Plaintiffs a W-2. Payment should be made by certified checks, made payable to Plaintiffs, in the following gross amounts:

<b>SECOND AND FINAL PAYMENT OF \$20,073.00</b>		<b>TOTAL SETTLEMENT (ALL PAYMENTS)</b>
<b>PLAINTIFF</b>	<b>GROSS WAGES (PAYMENT #2)</b>	
Martha Adames	\$2,060.00	\$4,120.00
Fior Alberto	\$4,363.00	\$13,007.00
Lazaro Armas	\$1,119.00	\$3,370.40
Alfonso Baltazar	\$1,558.00	\$3,300.00
Monica Magana Baltazar	\$2,670.00	\$5,516.00
Nolberto Gomez	\$1,465.00	\$3,332.40
Leticia Hernandez	\$1,156.00	\$3,332.40
Jose Luis Lopez	\$4,352.00	\$9,288.00
Martin Lopez	\$734.00	\$3,332.40
Leticia Pacheco	\$381.00	\$2,857.00
Mamerto Rosales	\$215.00	\$3,332.40
	<b>\$20,073.00</b>	<b>\$54,788.00</b>
Hudson Valley Justice Center	N/A	\$4,312.00

	\$20,073.00	\$59,100.00
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6. Defendants shall issue a W-2 to Plaintiffs and a 1099 to Hudson Valley Justice Center, as required by law. Hudson Valley Justice Center agrees to provide an executed W-9 to Defendants' counsel before any payment is required to be made.

7. If, for any reason, Defendants fail to make any of the payments required pursuant this Agreement, this Agreement, upon 10 business days' written notice of the default to Defendants' attorney (delivery by e-mail shall be an effective form of service of the notice) shall be declared void and the Action shall be restored to the Court's docket for entry of judgment jointly and severally against all Defendants in the amount of \$70,920.00, minus any payments made, and all other appropriate enforcement of this Agreement. Plaintiffs shall be entitled to interest and reasonable attorney's fees associated with any delay in payments and efforts to collect payments due to Defendants' default.

8. Providing all the payments to Plaintiffs and the Hudson Valley Justice Center as described herein are timely made, this Agreement is being entered into in anticipation of the amicable resolution of all matters and to avoid further needless legal costs and expenses, as well as in recognition of the uncertainties inherent in any litigation. The parties expressly acknowledge that this Agreement, including the payments and any other consideration provided, has been entered into solely to resolve disputed claims and to avoid the inconvenience and expense of resolving this dispute in court. Defendants expressly deny any wrongful conduct or liability, or violation of any federal, state or local statute, ordinance or law concerning or related to any allegations that were or could have been asserted in the Action or otherwise whatsoever.

9. The parties will execute and cause to be filed a stipulation of settlement and/or order of dismissal of the Action with prejudice, and with all rights of appeal waived, upon receipt of all payments required pursuant to the terms of this Agreement.

10. The settlement payments will be delivered by Defendants to Robert McCreanor, Esq. at Hudson Valley Justice Center, 19 Court Street, Suite 400, White Plains, NY 10601, in accordance with the payment schedule described herein.

11. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and/or assigns.

12. This Agreement shall be deemed to have been drafted by all parties so that no provision shall be construed against any party.

13. No provision in this Agreement may be waived except by a writing signed by all parties. Waiver of one provision of this Agreement shall not be deemed a waiver of any other provision.

14. If any court of competent jurisdiction shall deem any provision of this Agreement void or unenforceable, it shall be deemed severed and shall not affect the remaining provisions, which shall continue in full force and effect without regard to the severed provision.

15. This Agreement shall be governed and construed in accordance with the laws of New York, without regard to conflict of laws principles.

16. The persons whose names appear below as signatories state and acknowledge that they are duly authorized agents of the parties, if applicable, have carefully read this document, or have had it read to them, and have had the opportunity to consult with an attorney of their choice, and sign the same of

their own free will. The parties are fully aware of the content and legal effect of this Agreement, and enter into the Agreement freely, without coercion and based on their own judgment and based on the advice of their own attorneys, and not in reliance upon representations or promises made by anyone else other than those expressly contained in this Agreement.

17. If any action at law or in equity is brought in the future to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, prior to trial, at trial and on appeal, reasonable attorneys' fees, costs and disbursements, in addition to any other relief that may be granted.

18. This Agreement may be executed in two or more counterparts. An electronic or facsimile signature shall be sufficient to bind a party.

19. All of the foregoing constitutes the entire understanding and agreement between and among the parties hereto as to the matters set forth herein and supersedes and replaces all prior understandings and agreements, whether oral or written, in connection with the matters set forth in this Agreement.

20. By entering into this Agreement and making the payments required pursuant to this Agreement, Defendants Plaza Sweets, Inc., Plaza Sweets Holdings, Inc., Zephyr Management LLC, and Rodney Holder do not admit any liability.

21. Plaintiffs agree that the payments described in this Agreement constitute the total monetary consideration to which Plaintiffs are entitled under this Agreement, that Plaintiffs are not entitled to any further monetary consideration whatsoever from the Defendants, that Plaintiffs will assume payment of any costs, including any attorneys' fees, that Plaintiffs have incurred in this matter, and that Plaintiffs will not seek any further compensation or consideration for any other claimed damages, costs, or attorneys'

fees in connection with the claims asserted in the Action, or any other events or circumstances related to Plaintiffs' employment with the Defendants, or the cessation of said employment, that existed or occurred prior to Plaintiffs' execution of this Agreement.

WHEREFORE, the parties have executed this 16<sup>th</sup> day of March, 2018.

*Martha A Adams*  
Martha Adames

STATE OF NEW YORK )  
                        )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Martha Adames, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

*[Signature]*  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

Declaration of Translation

I, John S. Gittitz, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Martha Adames on March 16, 2018. When I finished translating this document, Martha Adames voluntarily signed it.

3/16/18  
Date

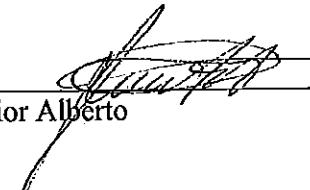
*[Signature]*  
Signature of Translator

STATE OF NEW YORK )  
                        )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared John Gittitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

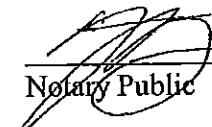
*[Signature]*  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

  
Fior Alberto

STATE OF NEW YORK )  
                        )  
COUNTY OF WESTCHESTER ) ss

On the 16<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Fior Alberto, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

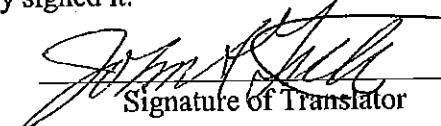
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

Declaration of Translation

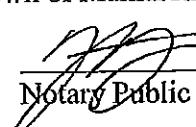
I, John S. Gitlitz, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Fior Alberto on March 16, 2018. When I finished translating this document, Fior Alberto voluntarily signed it.

3/16/18  
Date

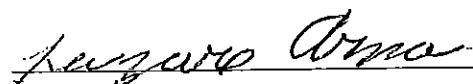
  
Signature of Translator

STATE OF NEW YORK )  
                        )  
COUNTY OF WESTCHESTER ) ss

On the 16<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared John Gitlitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

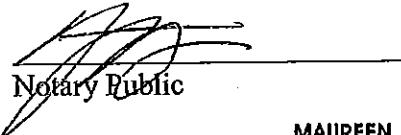
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

  
Lazaro Armas

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss  
)

On the 16<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Lazaro Armas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

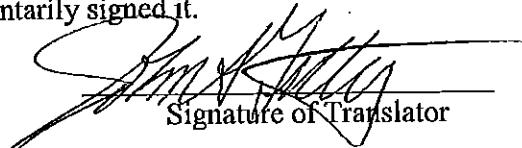
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

Declaration of Translation

I, John S. Gitlitz, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Lazaro Armas on March 16, 2018. When I finished translating this document, Lazaro Armas voluntarily signed it.

3/16/18  
Date

  
Signature of Translator

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss  
)

On the 16<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared John Gitlitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

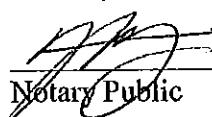
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

  
Alfonso Baltazar

STATE OF NEW YORK )  
                          )  
COUNTY OF WESTCHESTER ) ss

On the 19<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Alfonso Baltazar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

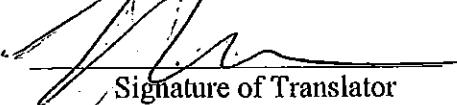
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

Declaration of Translation

I, Robert McCreanor, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Alfonso Baltazar on 19<sup>th</sup> March 18, 2018. When I finished translating this document, Alfonso Baltazar voluntarily signed it.

Date 3/19/18

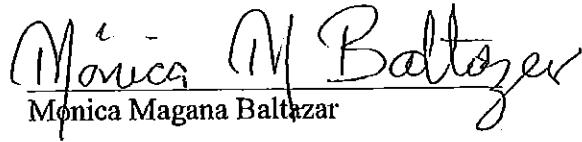
  
Signature of Translator

STATE OF NEW YORK )  
                          )  
COUNTY OF WESTCHESTER ) ss

On the 19<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Robert McCreanor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

  
Monica Magana Baltazar

STATE OF NEW YORK )  
                        )  
                        ) ss  
COUNTY OF WESTCHESTER )

On the 19<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Monica Magana Baltazar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

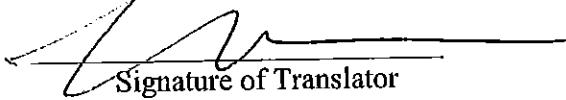
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified in Westchester County  
My Commission Expires 12/24/20

Declaration of Translation

I, Robert McCreanor, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Monica Magana Baltazar on March 19, 2018. When I finished translating this document, Monica Magana Baltazar voluntarily signed it.

Date 3/19/18

  
Signature of Translator

STATE OF NEW YORK )  
                        )  
                        ) ss  
COUNTY OF WESTCHESTER )

On the 19<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Robert McCreanor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

  
Notary Public

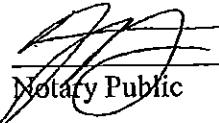
MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified in Westchester County  
My Commission Expires 12/24/20



Nolberto Gomez

STATE OF NEW YORK )  
                        )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Nolberto Gomez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

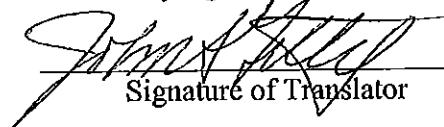
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

Declaration of Translation

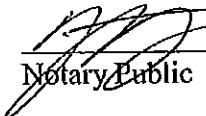
I, John S. Ghitli, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Nolberto Gomez on March 16, 2018. When I finished translating this document, Nolberto Gomez voluntarily signed it.

3/16/18  
Date

  
Signature of Translator

STATE OF NEW YORK )  
                        )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared John Ghitli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

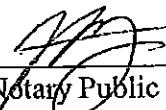
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

Leticia Hernandez  
Leticia Hernandez

STATE OF NEW YORK )  
                       ) ss  
COUNTY OF WESTCHESTER )

On the 19<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Leticia Hernandez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

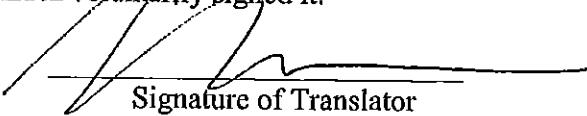
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

Declaration of Translation

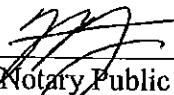
I, Robert McCreanor, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Leticia Hernandez on March 19, 2018. When I finished translating this document, Leticia Hernandez voluntarily signed it.

Date 3/19/18

  
Signature of Translator

STATE OF NEW YORK )  
                       ) ss  
COUNTY OF WESTCHESTER )

On the 19<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Robert McCreanor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

  
Notary Public

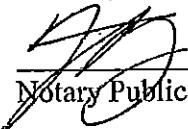
MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20



Jose Luis Lopez

STATE OF NEW YORK )  
                        )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Jose Luis Lopez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

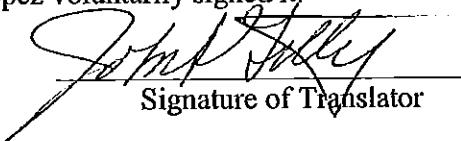
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

Declaration of Translation

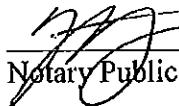
I, John S. Gitte, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Jose Luis Lopez on March 16, 2018. When I finished translating this document, Jose Luis Lopez voluntarily signed it.

3/16/18  
Date

  
Signature of Translator

STATE OF NEW YORK )  
                        )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared John Gitte, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

  
Notary Public

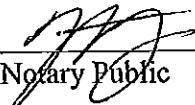
MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

MARTIN LOPEZ

Martin Lopez

STATE OF NEW YORK )  
                        )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Martin Lopez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

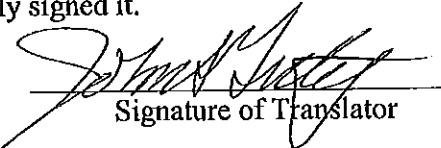
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

Declaration of Translation

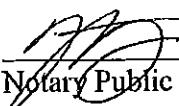
I, John S. Gitlitz, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Martin Lopez on March 16, 2018. When I finished translating this document, Martin Lopez voluntarily signed it.

3/16/18  
Date

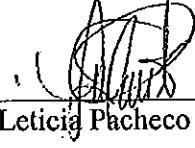
  
Signature of Translator

STATE OF NEW YORK )  
                        )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared John Gitlitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

  
Notary Public

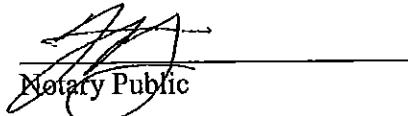
MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20



Leticia Pacheco

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Leticia Pacheco, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.



Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK

No. 02HU6273836

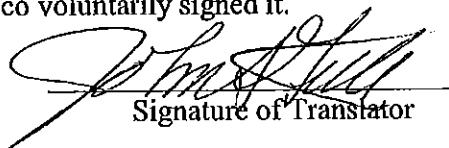
Qualified In Westchester County

My Commission Expires 12/24/20

Declaration of Translation

I, John S. Gitlitz, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Leticia Pacheco on March 16, 2018. When I finished translating this document, Leticia Pacheco voluntarily signed it.

3/16/18  
Date



Signature of Translator

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared John S. Gitlitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.



Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK

No. 02HU6273836

Qualified In Westchester County

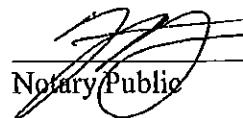
My Commission Expires 12/24/20



Mamerto Rosales

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Mamerto Rosales, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing MUTUAL RELEASE AND SETTLEMENT AGREEMENT and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entities upon the behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

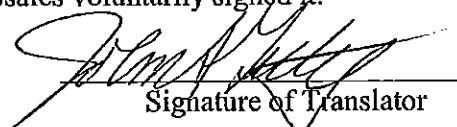
  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

Declaration of Translation

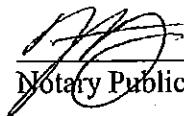
I, John S. Gitlitz, hereby state that I am fluent in the English and Spanish Languages. I orally translated the accompanying Mutual Release and Settlement Agreement from English to Spanish and read this document in Spanish to Mamerto Rosales on March 16, 2018. When I finished translating this document, Mamerto Rosales voluntarily signed it.

3/16/18  
Date

  
Signature of Translator

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss  
                        )

On the 16<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared John Gitlitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Declaration of Translation the individual executed the instrument, and that such individual made such appearance before the undersigned in the Town of Mamaroneck, State of New York.

  
Notary Public

MAUREEN A. HUSSAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02HU6273836  
Qualified In Westchester County  
My Commission Expires 12/24/20

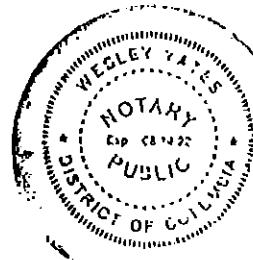
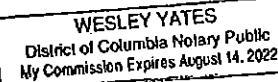
STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss

R Y  
Plaza Sweets, Inc.

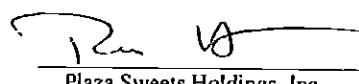
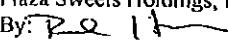
By: Ruel Helder

On the 12<sup>th</sup> day of March 2018, before me, the undersigned, a Notary Public in and for the State of ~~New York~~, personally appeared Ruel Helder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the RELEASE AND SETTLEMENT AGREEMENT, the individual, or the entities upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City/Town/Village of Washington, State of ~~New York~~ District of Columbia.

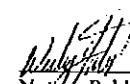
Wesley Yates  
Notary Public

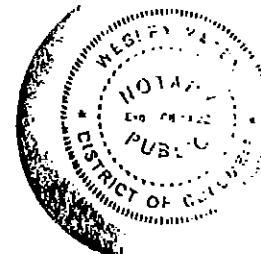
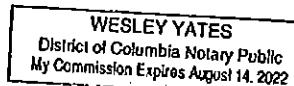


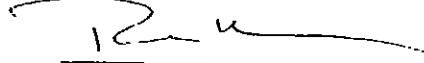
STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss

  
Plaza Sweets Holdings, Inc.,  
By: 

On the 12 day of March 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Rodney Hunter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the RELEASE AND SETTLEMENT AGREEMENT, the individual, or the entities upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City/Town/Village of Washington, State of New York, District of Columbia.

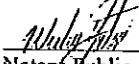
  
Notary Public



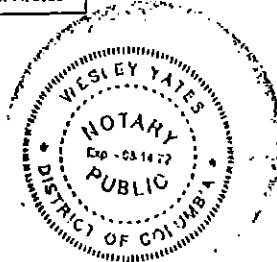
  
Zephyr Management LLC,  
By: Wesley Yates

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss

On the 12<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Riley Rider, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the RELEASE AND SETTLEMENT AGREEMENT, the individual, or the entities upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City/Town/Village of Washington, State of New York, District of Columbia.

  
Notary Public

WESLEY YATES  
District of Columbia Notary Public  
My Commission Expires August 14, 2022





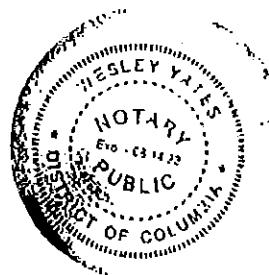
Rodney Holder

STATE OF NEW YORK District of ) Columbia  
COUNTY OF WESTCHESTER ) ss  
                              ) Washington

On the 11<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Rodney Holder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the RELEASE AND SETTLEMENT AGREEMENT, the individual, or the entities upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City/Town/Village of Washington, State of New York. District of Columbia

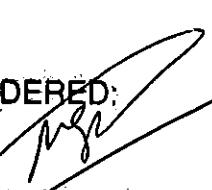
  
\_\_\_\_\_  
Notary Public

WESLEY YATES  
District of Columbia Notary Public  
My Commission Expires August 14, 2022



SO ORDERED:

Dated: March 26, 2018

  
\_\_\_\_\_  
HON. NELSON S. ROMÁN  
UNITED STATES DISTRICT JUDGE